REMARKS

As requested in Applicants' last communication, please amend the attorney docket number to 19133.0132U1.

This application was filed with claims 1-28. No claims have been canceled. No new claims have been added. Therefore, claims 1-28 are pending. Claims 1, 17, and 23 have been amended herein.

As an initial matter, Applicants note that all rejections under 35 U.S.C §112 have been withdrawn, thereby indicating that the pending claims are supported, definite, and enabled. Applicants also note that no rejection under 35 U.S.C. § 102 has been applied to the pending claims, thereby indicating that the claims are novel. Consequently, Applicant understands that the sole remaining issue concerns the nonobviousness of the pending claims.

Claim Amendments

Claims 1, 17, and 23 have been amended to recite, *inter alia*, a step of selling carpet to a consumer. No new matter has been added by these amendments. Support for these amendments can be found throughout the specification and specifically at page 6, lines 24-26 of the application, as filed.

Rejections under 35 U.S.C. § 103(a)

The Office Action has rejected claims 1-28 as allegedly unpatentable over Bette K. Fishbein, "Carpet Take-Back: ERP American Style," *Environmental Quality Management*, Autumn 2000, pp.25-36 (hereinafter "Fishbein"). Without conceding that Fishbein is prior art to the present application, Applicants respectfully disagree with these rejections. It is the burden of the Office to show that the prior art, when considered as a whole, teaches or suggests Applicants' claims. More specifically, the asserted combination or modification must teach or suggest all claim limitations. *In re Royka,* 180 U.S.P.Q. 580 (C.C.P.A. 1970) (stating that all claim

limitations must be taught or suggested by the prior art). Applicant respectfully asserts that this burden has not been met.

Specifically, amended independent claims 1, 17, and 23 each recites, *inter alia*, the step of selling carpet to a consumer and the step of estimating the useful lifetime of the installed carpet. In contrast, Fishbein fails to disclose the combination of the step of selling carpet to a consumer and the step of estimating the useful lifetime of the installed carpet. However, while the Office Action concedes that Fishbein does not explicitly disclose estimating the useful lifetime of the installed carpet, it argues that "this would have been inherently necessary in order to replace and recycle the carpet at the end of life when the carpet is provided on a leasing arrangement." *See* Office Action mailed October 4, 2006, at page 3, paragraph 2. This argument, however, does not support the alleged obviousness of the amended claims: when carpet is sold to a consumer, it is neither inherent nor obvious for a seller to estimate the useful lifetime of the installed carpet. Said another way, when carpet has been provided on a leasing arrangement, thereby arguably making estimation of the useful lifetime of the installed carpet inherently necessary in order to replace and recycle the carpet at the end of life, it would not have been obvious to also sell the carpet to a consumer. Consequently, this combination of steps is not suggested by Fishbein. Thus, amended claims 1, 17, and 23 are nonobvious and allowable. Likewise, as claims 2-16, 18-22, and 24-28 depend from claims 1, 17, and 23, these dependent claims are also nonobvious and, therefore, allowable.

For at least these reasons, the Office Action has failed to sufficiently support a legally valid *prima facie* rejection for obviousness and, therefore, failed to carry its burden of proof. Accordingly, the rejections should be withdrawn.

CONCLUSION

In light of the above arguments and amendments, the claims are believed to be allowable, and Applicant respectfully requests notification of same. The Examiner is invited and encouraged to directly contact the undersigned if such contact may enhance the efficient prosecution of the application to issuance.

A three-month shortened statutory period was set for response, nominally ending January 4, 2007. Enclosed herewith is a Request for Two-Month Extension of Time, which extends the due date to March 4, 2007. Therefore, this paper is timely. Payment in the amount of $1240.00 (reflecting $790.00 for a Request for Continued Examination and $450.00 for a Two-Month Extension of Time) is enclosed herewith. The payment is to be charged to a credit card and is authorized by the signed, enclosed document entitled: Credit Card Payment Form PTO-2038. No further fee is believed due. However, the Commissioner is hereby authorized to charge any fees that may be required or credit any overpayment to Deposit Account No. 14-0629.

Respectfully submitted,

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CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence, including any items indicated as attached or included, is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop RCE, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.

D. Brian Shortell, JD, PhD — Date: Feb. 9, 2007